

PATENT



Attorney Docket No: OUTT-011/01US

# 4  
12-601

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of Hartman, et al.

Serial No.: 09/777,512

Filed: February 6, 2001

For: MELT SPINNABLE CONCENTRATE  
PELLETS HAVING ENHANCED  
REVERSIBLE THERMAL PROPERTIES

)  
) Examiner: Not Assigned Yet

)  
) Art Unit: Not Assigned Yet

)  
) Revocation And New Power Of  
) Attorney By Assignee

)  
) Palo Alto, CA 94306

Assistant Commissioner for Patents  
Washington, D.C. 20231

RECEIVED  
DEC 05 2001  
TC 1700

Revocation And New Power Of Attorney By Assignee

The undersigned Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

Assignee's rights are evidenced by:

[X] an assignment from the named inventors to Outlast Technologies, Inc., a copy of which is attached

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP  
ATTN: Patent Group  
Five Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306-2155  
Tel: (650) 843-5000  
Fax: (650) 857-0663

CUSTOMER NUMBER: **23419**

CL:fb  
Lin. Att.

The undersigned is empowered to sign this statement on behalf of the Assignee.

Date: 3 AUG 01

Signature: Ed Payne

Name: Ed Payne

Title: Senior Vice President and Founder

Company: Outlast Technologies, Inc.

ASSIGNMENT

Whereas, Mark Henry Hartmann, residing at 256 Rockview Drive, Superior, Colorado 80027 and Monte Christopher Magill, residing at 449 Westview Court, Longmont, Colorado 80501 (hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

MELT SPINNABLE CONCENTRATE PELLETS HAVING  
ENHANCED REVERSIBLE THERMAL PROPERTIES

and executed therefor an Application for Letters Patent of the United States and

[X] bearing Serial No. 09/777,512 and filed on February 6, 2001

Whereas, Outlast Technologies, Inc. (hereinafter "Assignee"), a corporation of Colorado, and having a principal place of business at 6235 Lookout Road, Boulder, CO 80301, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

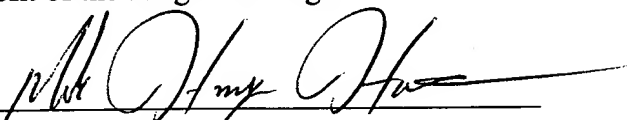
Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving

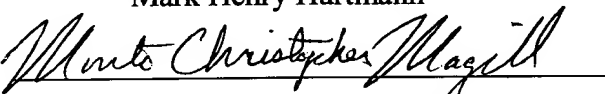
COPY

testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.

Date: 9-13-01

By:   
Mark Henry Hartmann

Date: 9-21-01

By:   
Monte Christopher Magill